

IN THE UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT

United States Court of Appeals  
Fifth Circuit

**FILED**

April 23, 2009

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No. 08-20462  
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Charles R. Fulbruge III  
Clerk

SCOTT Y. WOOD,

Plaintiff–Appellant,

v.

PENNTEX RESOURCES LP,

Defendant–Appellee.

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Appeal from the United States District Court  
for the Southern District of Texas  
USDC No. 4:06-CV-2198  
\_\_\_\_\_

Before DAVIS, SMITH, and OWEN, Circuit Judges.

PER CURIAM:\*

Scott Wood appeals a district court order compelling him to participate in arbitration of a dispute arising out of a Stock Purchase Agreement (SPA). Wood claims that he signed the SPA solely in his corporate capacity and did not personally agree to be subject to arbitration.

Upon de novo review of the district court’s grant of the motion to compel,<sup>1</sup> we agree with the district court that because the SPA provided for obligations

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\* Pursuant to 5TH CIR. R. 47.5, the court has determined that this opinion should not be published and is not precedent except under the limited circumstances set forth in 5TH CIR. R. 47.5.4.

<sup>1</sup> *Webb v. Investacorp, Inc.*, 89 F.3d 252, 257 (5th Cir. 1996).

personal to Wood in addition to the corporation's obligations, his signature binds him in both his corporate and personal capacities. Accordingly, the district court properly ordered Wood to arbitration, and we therefore decline to address the district court's alternative holding that Wood could be compelled to arbitrate under the doctrine of equitable estoppel.

\* \* \*

AFFIRMED.